



MISSOURI DEPARTMENT OF HEALTH AND SENIOR
SERVICES

INVITATION FOR BID (IFB)

Issue Date: September 19, 2006
IFB # 0706

**PROPOSAL MUST BE
RECEIVED NO LATER THAN**

Date: **September 29, 2006**

by

Time: **3:00 P.M.**

For more information contact:

Ralph Poettgen

Buyer of Record, at (573) 751-6020

This document is a formal request for sealed bids, including prices, from qualified individuals and organizations to furnish those services described herein. **BIDDERS PLEASE NOTE: Bids shall be submitted in a sealed envelope marked on the outside (in the lower left corner) with the following information: "BID ENCLOSED- IFB #0706". Bidders using commercial carrier services shall ensure that the outermost envelope or wrapper used for delivery is marked in this manner.**

AN ORIGINAL AND 3 COPIES OF BID MUST BE RECEIVED by the Missouri Department of Health and Senior Services, Division of Administration, Bureau of Financial Services, Procurement Unit, on or before the time and date listed above. Faxed copies will not be accepted.


Contract Title: **Hearing Officer**

Contract Period: **Date of Award through September 30, 2007**

Amount Requested.....\$ _____

Certified Minority or Woman Owned Business: ☐ MBE ☐ WBE ☐ N/A

The Bidder hereby agrees to provide services at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Health and Senior Services, a binding contract, as defined herein, shall exist between the Bidder and the Missouri Department of Health and Senior Services.

BIDDER'S SIGNATURE: 	BIDDER'S PRINTED NAME:
ORGANIZATION:	DATE OF BID:
ADDRESS:	TELEPHONE NO:
CITY, STATE, ZIP CODE:	FAX PHONE NO:
STATE VENDOR NO. (IF KNOWN):	FED. TAX I.D. NO:


THIS SECTION FOR DEPARTMENT OF HEALTH AND SENIOR SERVICES USE ONLY

STATE 0%	FEDERAL 100%		
CFDA TITLE Child and Adult Care Food Program		CFDA NO. AND FEDERAL AGENCY NAME 10.588 USDA	RESEARCH AND DEVELOPMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SUBJECT TO A-133 REQUIREMENTS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		FEDERAL AWARD NUMBER AND NAME 07CACFP 07-CHILD AND ADULT CARE FOOD PROGRAM	FEDERAL AWARD YEAR 2007

NOTICE OF AWARD

This bid is hereby accepted by the Missouri Department of Health and Senior Services.

Amount Awarded \$ _____

CONTRACT NUMBER:	SIGNATURE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES REPRESENTATIVE AUTHORIZED TO SIGN CONTRACT:  BRET FISCHER, DIRECTOR, DIVISION OF ADMINISTRATION	DATE:
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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of services as set forth herein

1.2 Organization

- 1.2.1 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

1. Introductions and General Information
2. Contractual Requirements
3. Bid Submission Information
4. Attachment A – Pricing Page
5. Attachment B – Debarment Certification
6. Attachment C – Prior Experience
7. Attachment D – Personnel Experience Summary
8. Attachment E – Method of Performance

1.3 Purpose and Goals:

- 1.3.1 A qualified individual is being sought through contract to serve as an Administrative Hearing Officer to conduct administrative hearings and to render hearing decisions regarding issues pertaining to programs administered within the Department, Division of Community and Public Health (Division).

1.4 Background Information:

- 1.4.1 The Division administers the following Federal programs: the Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP), Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and commodity Supplemental Food program (CSFP), (hereinafter collectively referred to as the Programs).
- 1.4.2 The Federal regulations for the Programs provide the aggrieved parties (appellants) with opportunities to appeal at administrative hearings.
- 1.4.3 The Federal regulations governing the individual Programs are as follows: CACFP (7 CFR 226), SFSP (7 CFR 225), WIC (7 CFR 246) and CSFP (7 CFR 247).
- 1.4.4 The administrative hearings are investigative in nature. The estimated number of hearings and the length of time to conduct them and to render decisions will vary depending on the number of appeals and the complexity of issues at each hearing. On average, 25 administrative hearings per year are likely to occur during the effective dates of the contract. All hearings will be held in Jefferson City at a location specified by the Department of Health and Senior Services (Department).

- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The Administrative Hearing Officer (Contractor) shall provide professional services by conducting administrative hearings as requested by the Department.
- 2.1.2 The Contractor must be an attorney licensed to practice in the State of Missouri and shall be in good standing with The Missouri Bar for the duration of the contract period. The Bidder shall complete and submit Attachment B.
- 2.1.3 The Contractor shall have knowledge of the Federal regulations governing the Women, Infant and Children (WIC), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) Programs administered by the Division and of the policies and procedures developed by the Division to administer each of the Programs.
- 2.1.4 The Contractor shall not have any interests, directly or indirectly, that could adversely affect the integrity of decisions made.
- 2.1.5 The Contractor shall provide services on an as needed basis to the sole satisfaction of the Department and is entitled to receive just and equitable compensation for all work completed prior to the effective date of termination of this contract.
- 2.1.6 Unless otherwise specified herein, the Contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required by this contract.

2.2 Deliverables and Outcomes:

- 2.2.1 The Contractor shall coordinate with the Division the scheduling of hearings according to the requirements of the Programs.
- 2.2.2 The Contractor shall conduct fair and impartial hearings. The hearings shall be free of discrimination against persons based upon race, color, national origin, gender, religion, age, disability or political beliefs.
- 2.2.3 The Contractor shall ensure that facts of each case are fully elicited from the parties during the hearing process and that the Federal, State and local laws are properly applied. The application of the laws must be fully documented in the written hearing decisions.
- 2.2.4 The Contractor shall meet all deadlines mandated in the Federal regulations governing the Programs and those established by the Department. The Contractor shall render decisions in a timely manner in accordance with the requirements of the regulations for the affected Programs.

- 2.2.5 The Contractor shall provide the services of a recorder to prepare formal transcripts of proceedings and exhibits when requested by the Department.

2.3 Pricing Details:

- 2.3.1 The contractor shall be paid in accordance with the firm, fixed price(s) per hour indicated on the Pricing Page, Attachment A. The total amount for services acquired under this contract is expected to be less than \$6,000 for the contract period.
- 2.3.2 The Contractor will be paid for actual hours worked to conduct hearings, perform research, and render written decisions. The Contractor will be paid for providing recorder services and orientation sessions if requested.

2.4 Payment and Invoicing Requirements:

- 2.4.1 The Contractor must submit all invoices after the completion of each case. Invoices must include dates and hours worked and identify case(s) and function(s) performed. Invoices must be submitted within thirty (30) days of completing work on the case.

- 2.4.2 The Contractor shall submit all invoices and reports to:

Missouri Department of Health and Senior Services
Bureau of Community Food and Nutrition Assistance
PO Box 570
Jefferson City, Missouri 65102-0570

- 2.4.3 If the Contractor/Provider has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor/Provider, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor/Provider through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.

- a. A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
- b. The Contractor/Provider must fax the ACH/EFT application to: Office of Administration, Division of Accounting at 573-526-9813.

- 2.4.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

2.5 Other Contractual Requirements:

- 2.5.1 The Department reserves the right to remove the Contractor from a particular case, if the Department determines such removal to be necessary (e.g. scheduling difficulties, need for expediency, etc.).

- 2.5.2 The Contractor shall have sufficient schedule flexibility in order to conduct administrative hearings at necessary times.
- 2.5.3 The Contractor shall be available and participate as requested in hearing officer orientation sessions provided by the Department.
- 2.5.4 All documents, data, and materials developed or acquired by the Contractor as a direct requirement of this contract shall be the property of the State of Missouri.
- 2.5.5 The Contractor understands and agrees that this contract shall be construed as a non-exclusive agreement, and that the same services may be divided between other Contractors at the discretion of the Department.
- 2.5.6 If this contract is federally funded, the Contractor shall abide by the provisions of Appendix B 45 CFR Part 76, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction which is incorporated herein as if fully set out.
- 2.5.7 The Department shall have the right, at its sole option, to renew the contract for up to two (2) one-year periods, based on available funding and the Contractor's performance during the prior contracting period. In the event the option is exercised, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s).

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 The bid must be received in a sealed envelope on or before the receipt time and date published on the front page of the IFB at the address listed below.

Missouri Department of Health and Senior Services
Division of Administration
Bureau of Financial Services, Procurement Unit
930 Wildwood
Jefferson City, MO 65109

- a. Bids may be submitted through the U.S. Postal Service to the address below. However, mailing bids to the P.O. Box does not guarantee receipt of the bid document by the Bureau of Financial Services before the required receipt date and time.

Missouri Department of Health and Senior Services
Bureau of Financial Services
P. O. Box 570
Jefferson City, MO 65102-0570

- b. The outermost, sealed envelope should clearly identify "IFB #0706" in the lower left corner of the envelope. Example:

<p>Return address</p> <p>Missouri Department of Health and Senior Services Division of Administration Bureau of Financial Services, Procurement Unit 930 Wildwood Jefferson City, MO 65109</p> <p>IFB 0706</p>
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- 3.1.2 Faxed or emailed bids will not be accepted.
- 3.1.3 **Bids received after the receipt date and time as published on the front page of the IFB will not be considered or evaluated.**
- 3.1.4 Bids should be typed. Do not staple.
- 3.1.5 Original bid must be submitted along with the number of photocopies listed on the cover page of the bid. All bids and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- 3.1.6 Bidders submitting bids must include the following information:
- The signed page one (cover page) from the original IFB and all signed amendments should be placed at the beginning of the bid. These form(s) must include an original signature (preferably signed in blue ink), no stamped signatures. The signature must be that of an individual legally authorized to sign contracts for the agency.
 - To facilitate the evaluation process, the Bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein.
 - Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - The Bidder is cautioned that it is the Bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The Bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

3.2 Bidder's Contacts:

- 3.2.1 Bidders are cautioned not to contact any employee of the Department except the Buyer of Record listed on the cover page of this document, regarding this Invitation for Bids. Questions may be directed to the following address:

Missouri Department of Health and Senior Services
Division of Administration – Bureau of Financial Services
Procurement Unit
P.O. Box 570
Jefferson City, MO 65102-0570
Telephone No.: (573) 526-3222

- 3.2.2 The Bidder is advised that the only official position of the Department is that position which is stated in writing and issued by the Department as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement on behalf of the Department.

The official IFB can be viewed at the Department Internet site, <http://www.dhss.mo.gov> by clicking on the “Public Notices” link.

3.3 Evaluation Process:

- 3.3.1 All bids will be reviewed and scored by an evaluation committee. Representatives of the Department will conduct the evaluation process.
- 3.3.2 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below.
- 3.3.3 Bid evaluation will be based on a 100 point total to be applied as follows:

Experience and Reliability -----Up to 40 points
Method of Performance -----Up to 10 points
Cost-----Up to 50 points

3.4 Evaluation of Bidder’s Experience and Reliability:

- 3.4.1 Experience and reliability of the Bidder’s organization are considered subjectively in the evaluation process. Therefore, the Bidder is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.
- 3.4.2 The Bidder should provide the following information related to previous and current services/contracts performed by the Bidder’s organization and any proposed subcontractors which are similar to the requirements of this IFB:
- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract
 - c. A brief, written description of the specific services that were performed.

- 3.4.3 The above information may be shown on the form attached as Attachment C to this IFB or in a similar manner.
- 3.4.4 The Bidder should submit a copy of all licenses, certifications, accreditations, and/or permits that may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Bidder's business. If not submitted with the bid, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.5 Evaluation of Expertise of Bidder's Personnel:

- 3.5.1 The qualifications of the personnel proposed by the Bidder to perform the requirements of this IFB will be subjectively evaluated. Therefore, the Bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 3.5.2 If personnel are not yet hired, the Bidder should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.5.3 The Bidder may utilize Attachment D for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
- 3.5.4 The Bidder should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the Bidder's profession. If not submitted with the bid, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.6 Evaluation of Method of Performance:

- 3.6.1 Bids will be subjectively evaluated based on the Bidder's distinctive plan for performing the requirements of the IFB. Therefore, the Bidder should present a written narrative that demonstrates the method or manner in which the Bidder proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 The above information may be shown on the form attached as Attachment E to this IFB or in a similar manner.

3.7 Evaluation of Cost

- 3.7.1 Cost will be evaluated on an objective basis based upon the firm, fixed prices per hour indicated on the Pricing Page for authorized services actually provided. The evaluation will include a review of the cost submitted for the original contract period, plus renewal option periods. The following method will be used to determine the number of points awarded for cost.

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Cost evaluation points Compared Offeror's Price}} \times 50 = \text{Cost evaluation points}$$

3.7.2 The Bidder shall complete and submit the Pricing Page, Attachment A.

3.8 Award Process:

3.8.1 The Department will officially notify Bidders not receiving a contract in writing. The only official position of the Department will be issued in writing and signed by the Director of Administration (or designated representative) of the Missouri Department of Health and Senior Services. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.8.2 Contract will be awarded on a competitive basis and will be limited by the availability of funds.

ATTACHMENT A**PRICING PAGE**

1. The Bidder shall provide the following firm, fixed prices and a maximum price for each potential renewal period. All costs associated with providing the required services shall be included in the stated prices.

Line #	Service Performed	Original contract Period (Firm, Fixed Price)	1st Renewal Period (Maximum Price)	2nd Renewal Period (Maximum Price)
00001	Research, Write-Up and Hearings	\$ /hr.	\$ /hr.	\$ /hr.
00002	Recorder Services	\$ /hr.	\$ /hr.	\$ /hr.
00003	Orientation Sessions	\$ /hr.	\$ /hr.	\$ /hr.

Submitted by:

Signature_____

ATTACHMENT B

DEBARMENT CERTIFICATION

I hereby certify that I am an attorney licensed to practice in the State of Missouri and I am in good standing with The Missouri Bar. My license number is _____

Signature: _____

Date: _____

ATTACHMENT C

PRIOR EXPERIENCE
(Include additional pages, as necessary)

1. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

ATTACHMENT D**PERSONNEL EXPERTISE SUMMARY****(Attach additional pages, as necessary. Also attach resumes for key personnel)**

Personnel	Background and Expertise of Personnel
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	
6. _____ (Name) _____ (Title)	
7. _____ (Name) _____ (Title)	

ATTACHMENT E
METHOD OF PERFORMANCE

<p>The Bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this Invitation for Bid.</p>



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

1. APPLICABLE LAWS AND REGULATIONS

a. This contract or agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Contractor/Provider shall comply with all federal and state laws, regulations and policies applicable to this contract or agreement.

In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.

Uniform Administrative Requirements

A-102 - State/Local Governments

2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations

COST PRINCIPLES

A-87 - State/Local Governments

A-122 - Not-For-Profit Organizations

A-21 - Colleges and Universities

48 CFR 31.2 - For-Profit Organizations

45 CFR 74 Appendix E – Hospitals

b. The Contractor/Provider shall comply with all applicable Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These may include but are not limited to: **(a)** Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; **(b)** Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206 (d)); **(c)** Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; **(d)** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; **(e)** the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; **(f)** Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; **(g)** Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; **(h)** Missouri Governor's E.O. #94-03; and **(i)** the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

c. The Contractor/Provider shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The Contractor/Provider shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The Contractor/Provider shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

d. The Contractor/Provider shall comply with the requirements of the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156), and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

e. The Contractor/Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

f. The Contractor/Provider shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

g. The Contractor/Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

2. ELIGIBILITY TO CONTRACT

a. The Contractor/Provider assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

b. In accordance with Section 34.040.6 RSMo, if the Contractor/Provider or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

3. TERMINATION

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

c. In the event of material breach of the contractual obligations by the Contractor/Provider, the Department may, by written notice, terminate this contract or agreement immediately in whole or in part. At its sole discretion, the Department may give the Contractor/Provider an opportunity to cure the breach. The actual cure must be completed within no more than ten (10) working days unless otherwise approved by the Department. If the Contractor/Provider fails to cure the breach or when immediate action is demanded, the Department will issue a written notice terminating the contract or agreement in whole or in part, effective immediately. If the Department terminates this contract or agreement in whole or in part, it may acquire, under the terms and in the manner the Department considers appropriate, equipment, supplies and/or services similar to those terminated, and the Contractor/Provider shall be liable to the Department for any excess costs for the equipment, supplies and/or services. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract or agreement shall, at the option of the Department, become the property of the Department, as authorized by law.

d. Any notice to the Contractor/Provider shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor/Provider.

4. INVOICING AND PAYMENT

a. Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

4. INVOICING AND PAYMENT (CONTINUED)

b. Final invoices are due within thirty (30) calendar days of the contract or agreement ending date unless otherwise stated in the contract or agreement. The Department shall have no obligation to pay any invoice submitted after the due date.

c. In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

d. If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

5. DOCUMENT RETENTION

The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

6. CONFIDENTIALITY

The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).

7. PUBLICITY

Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

8. COPYRIGHTS

If any copyrighted material is developed as a result of this contract or agreement, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

9. LIABILITY

a. The relationship of the Contractor/Provider to the Department shall be that of an independent contractor. The Contractor/Provider shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor/Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other employee related obligation or expense, and agrees to indemnify, save, and hold the Department, including its officers, employees, and assigns harmless from and against all loss, cost (including attorney fees), and damage of any kind related to such matters. The Contractor/Provider shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract or agreement. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

b. The Contractor/Provider shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's/Provider's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or agreement or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor/Provider. However, the Contractor/Provider shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

10. AMENDMENTS

Any changes to this contract or agreement shall only be made by execution of a written amendment on the Department's Form DH-71 or other form approved by the Department.

11. MONITORING

a. The Department reserves the right to monitor this contract or agreement during the contract/agreement period to ensure financial and contractual compliance.

b. Contractors/Providers deemed high-risk by the Department may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract or agreement period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor/Provider to obtain technical or management assistance; or establishing additional prior approvals from the Department. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of the high-risk status.

12. RETURN OF CONTRACT/AGREEMENT

Return of the proposed contract or agreement within forty-five (45) calendar days of the date mailed by the Department is necessary to ensure execution of this contract or agreement by the Department.

13. OVERPAYMENT

If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

Missouri Department of Health and Senior Services
Division of Administration
Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

14. EQUIPMENT

a. Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or OMB Circular A-102, Section 32, as applicable. The Contractor/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than \$5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

b. Equipment purchased by the Department and placed in the custody of the Contractor/Provider shall remain the property of the Department. The Contractor/Provider must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

1. APPLICABLE LAWS AND REGULATIONS

a. This contract or agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Contractor/Provider shall comply with all federal and state laws, regulations and policies applicable to this contract or agreement.

In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.

Uniform Administrative Requirements

A-102 - State/Local Governments

2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations

COST PRINCIPLES

A-87 - State/Local Governments

A-122 - Not-For-Profit Organizations

A-21 - Colleges and Universities

48 CFR 31.2 - For-Profit Organizations

45 CFR 74 Appendix E – Hospitals

b. The Contractor/Provider shall comply with all applicable Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These may include but are not limited to: **(a)** Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; **(b)** Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d)); **(c)** Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; **(d)** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; **(e)** the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; **(f)** Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; **(g)** Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; **(h)** Missouri Governor's E.O. #94-03; and **(i)** the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

c. The Contractor/Provider shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The Contractor/Provider shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The Contractor/Provider shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

d. The Contractor/Provider shall comply with the requirements of the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156), and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

e. The Contractor/Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

f. The Contractor/Provider shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

g. The Contractor/Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

2. ELIGIBILITY TO CONTRACT

a. The Contractor/Provider assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

b. In accordance with Section 34.040.6 RSMo, if the Contractor/Provider or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

3. TERMINATION

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

c. In the event of material breach of the contractual obligations by the Contractor/Provider, the Department may, by written notice, terminate this contract or agreement immediately in whole or in part. At its sole discretion, the Department may give the Contractor/Provider an opportunity to cure the breach. The actual cure must be completed within no more than ten (10) working days unless otherwise approved by the Department. If the Contractor/Provider fails to cure the breach or when immediate action is demanded, the Department will issue a written notice terminating the contract or agreement in whole or in part, effective immediately. If the Department terminates this contract or agreement in whole or in part, it may acquire, under the terms and in the manner the Department considers appropriate, equipment, supplies and/or services similar to those terminated, and the Contractor/Provider shall be liable to the Department for any excess costs for the equipment, supplies and/or services. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract or agreement shall, at the option of the Department, become the property of the Department, as authorized by law.

d. Any notice to the Contractor/Provider shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor/Provider.

4. INVOICING AND PAYMENT

a. Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

4. INVOICING AND PAYMENT (CONTINUED)

b. Final invoices are due within thirty (30) calendar days of the contract or agreement ending date unless otherwise stated in the contract or agreement. The Department shall have no obligation to pay any invoice submitted after the due date.

c. In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

d. If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

5. DOCUMENT RETENTION

The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

6. CONFIDENTIALITY

The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).

7. PUBLICITY

Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

8. COPYRIGHTS

If any copyrighted material is developed as a result of this contract or agreement, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

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Division of Administration
Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

14. EQUIPMENT

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